

State of New Hampshire
Division of Plant and Property Management
Bureau of Purchase and Property
25 Capitol Street, State House Annex
Concord, New Hampshire 03301-6398

Date: 7/13/2004

Bid No.: 34

Date of Bid Opening: 7/30/2004

Time of Bid Opening: 2:00

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO: Michael P. Walsh II, Purchasing Agent/db

TEL. NO: (603) 271-3235 - FAX No. (603) 271-2700

REQUEST FOR BID FOR A CONTRACT FOR: RE-TUBE BOILER (SUPPLY & INSTALL)

Unless specifically amended or deleted by the Division of Plant and Property Management, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

GENERAL CONDITIONS AND INSTRUCTIONS:

NATURE OF, AND ELIGIBILITY TO RESPOND. This RFB is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. An RFP may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

RFBs may be issued only by the Bureau of Purchase and Property and are not transferable.

SAMPLES AND DEMONSTRATIONS. When samples are required they must be submitted free of costs and will not be returned. Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

Proposals. Proposals must be received at the Bureau of Purchase and Property before the date and time specified for the opening. Proposals must be submitted on this proposal form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Proposals are to be made less Federal Excise Tax and no charge for handling unless required by law. Proposals will be made available to the public after the time of award. Proposal results will be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

SPECIFICATIONS. Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) working days prior to the bid opening. Vendors shall be notified in writing if any changes to the specifications are made.

AWARD. The award will be made to the responsible Vendor submitting a conforming RFP meeting specifications at the lowest cost unless other criteria are noted in the RFP. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low proposals are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

PATENT INFRINGEMENT. Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of opening, the grounds for his belief and a detailed description of the patent.

ASSIGNMENT PROVISION. The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

FEDERAL FUNDS. This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

STATE'S OPTIONS: The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any proposal, to determine what constitutes a conforming RFP, to award the RFP solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the RFP.

PUBLIC INFORMATION: The responding vendor hereby acknowledges that all information relating to this RFB and any resulting order (Including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

PERSONAL LIABILITY: The responding vendor agrees that in the preparation of this RFP or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

PROOF OF COMPLIANCE. The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing, certified test results or certificate of compliance shall be the responsibility of the responding vendor.

FORM OF CONTRACT. The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the proposal and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

OFFER. The undersigned hereby offers to sell to the State of New Hampshire the commodities or services indicated in the following page(s) of this RFP at the price(s) quoted in complete accordance with all conditions of this RFP.

Company

Name: _____

Address: _____

Tel.:(local) _____ **(Toll free)** _____

Fax#: _____

Authorized

Signature: _____

(TYPE OR PRINT NAME)

This document must be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Plant and Property Management, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.

2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.

3. TERM. The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. CONTRACT PRICE. The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. DELIVERY. If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the State may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs.

If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.

6. INVOICING. All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

7. PERSONNEL.

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

7.2. The person signing this agreement on behalf of the State, or his or her delegatee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT; REMEDIES.

8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):

8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or

8.1.2. failure to submit any report required hereunder; or

8.1.3. failure to perform any of the other covenants and conditions of this agreement.

8.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1. give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

8.2.2. give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

12. INDEMNIFICATION. The contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

12.1 PATENT PROTECTION. The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. TOXIC SUBSTANCES. In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

14. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

15. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. CONSTRUCTION OF AGREEMENT AND TERMS. This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

17. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. ENTIRE AGREEMENT. This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

BID INVITATION FOR: BOILER TUBES, SUPPLY & INSTALL

PURPOSE:

The purpose of this bid invitation is to establish a contract in the form of a purchase order for supplying the State of New Hampshire, **Department of Corrections** with new boiler tubes and related repairs, in accordance with the requirements of this bid invitation and any resulting order. Said products to be delivered and installed at the delivery/installation location indicated.

VENDOR CERTIFICATIONS

All bidders must be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION.**

Bidders must have a completed Vendor Application and W-9 Form on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <http://www.admin.state.nh.us/purchasing>

- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION**

A person or persons conducting business under any name other than his/her own legal name must register with the NH Secretary of State. Businesses are classified as 'Domestic' (in-state) or 'foreign' (out-of-state). Please visit the following website to find out more about the requirements and filing fees for both classifications: <http://www.state.nh.us/sos/corporate>

SPECIFICATION COMPLIANCE:

The products specified are the **only ones acceptable under this bid invitation.**

All equipment and materials offered by the bidder must be new; shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

Prior to award, the successful bidder shall be required to submit a Certificate of Insurance as proof of his general comprehensive liability insurance.

SITE VISITATION:

Prior to bidding, it is each bidder's responsibility to become thoroughly familiar with the site of the intended installation, to determine everything necessary to accomplish the installation.

Contact Butch Walrath at (603) **271-1854** to view the intended scope of work.

WARRANTY REQUIREMENTS:

Successful bidder shall be required to provide a USA warranty on all of the equipment awarded for a period of not less than the manufacturer's standard period of time. The installation shall carry a warranty of (1) one year from the date the installation is completed and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, labor, travel, lodging and expenses.

BID PRICES:

Bid prices shall include all equipment (with all of the options and accessories that may be required by the specifications), cables, cords, all hardware and supplies necessary for installation, warranty, delivery, installation and all other costs.

DELIVERY AND INSTALLATION POINT:

**NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS
PRISON WAREHOUSE
3 MCGUIRE STREET
CONCORD NH, 03301**

REQUISITION NO.:

203929

SPECIFICATIONS - INSTALLATION REQUIRED:

The following is a description of the equipment and work required by this bid invitation for the complete installation of said equipment. **These shall be considered minimum requirements, which must be met by the successful bidder.**

SUCCESSFUL BIDDER WILL ACCOMPLISH THE FOLLOWING

- REMOVE AND PROPERLY DISPOSE OF 175 EXISTING TUBES FROM THE BOILER LEAVING THE STAY TUBES IN PLACE TO INSURE AGAINST MOVEMENT OF THE TUBE SHEETS
- CLEAN AND POLISH ALL TUBE HOLES
- COMPLETE FRONT AND REAR TUBE SHEETS WILL BE DYE TESTED TO INSURE AGAINST LIGAMENT CRACKS. DYE PENETRANT CLEARLY EXPOSES LIGAMENT CRACKS AND THE STATE DESIGNEE WILL BE ASKED TO INSPECT AND CONFIRM THE NUMBER IF ANY OF CRACKS FOUND
- ALL OFFERS MADE WILL INCLUDE THE REPAIR OF UP TO TEN (10) LIGAMENT CRACKS. QUANTITIES ABOVE THAT WILL BE BASED UPON THE RESULTS OF THE DYE TEST.
- ALL OFFERS WILL INCLUDE THE SERVICES OF AN AUTHORIZED INSPECTOR TO SIGN OFF ON THE NATIONAL BOARD R1 REPORT REQUIRED BY NEW HAMPSHIRE LAWS SHOULD LIGAMENT CRACK REPAIR BE NEEDED
- ONCE DETERMINED THAT THE TUBE SHEETS ARE SOUND, BIDDER WILL INSTALL 175 EACH NEW 2-1/2" X 187-1/2" X .105 MWT SA178 GRADE A ERW TUBES MEETING CLEAVER BROOKS OEM PERFORMANCE SPECIFICATIONS.
- TUBE ENDS ON THE SECOND PAS INLET (HOT PASS) WILL BE STRAIGHT ROLLED, SEAL WELDED AND RE-ROLLED, ALL OTHER TUBE ENDS WILL BE ROLLED, BEADED AND RE-ROLLED.
- BIDDER SHALL BE REQUIRED TO SUPPLY, DELIVER, UNCRATE, SET INTO PLACE, AND MAKE ALL OF THE FINAL CONNECTIONS INCLUDING CODE WELDING AND PLUMBING. BIDDER SHALL REMOVE AND DISPOSE OF ANY PACKAGING MATERIAL. ALL WELDING AND INSTALLATION WORK WILL MEET ALL EXISTING STATE INSTALLATION CODES AND LAWS.
- BIDDER SHALL PROVIDE NECESSARY GASKETS TO CLOSE THE WATERSIDE, THE BOILER WILL THEN BE FILLED AND A HYDROSTATIC TEST TO SAFETY VALVE PRESSURE APPLIED.
- THE REFRACTORY WITHIN THE BOILER IS ASSUMED TO BE IN GOOD CONDITION AND WILL NOT BE A REQUIREMENT OF THIS PROJECT.
- PRIOR TO TUBE INSTALLATION, THE CONTRACTOR SHALL PROVIDE THE SERVICES OF AN AUTHORIZED CLEAVER-BROOKS FACTORY REPRESENTATIVE TO INSPECT THE BOILER TUBE SHEETS, SHELL AND FURNACE TUBE. UPON TUBE INSTALLATION AND COMPLETION, THE FACTORY REPRESENTATIVE SHALL INSPECT THE TUBE INSTALLATION AND PROVIDE WRITTEN CERTIFICATION **TO THE AGENCY** THAT THE TUBE REPLACEMENT WAS COMPLETED IN ACCORDANCE WITH CLEAVER – BROOKS SPECIFICATIONS.

STATE RESPONSIBILITIES:

THE AGENCY SHALL OPEN AND DRAIN THE BOILER PRIOR TO THE BIDDERS COMMENCEMENT OF WORK

WARRANTY REQUIREMENTS:

Successful bidder shall be required to provide a USA warranty on all of the equipment awarded for a period of not less than the manufacturer's standard period of time. The installation shall carry a warranty of (1) one year from the date the installation is completed and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, labor, freight, travel, lodging and expenses.

OFFER:

The unit prices and extensions indicated should be government and/or educationally discounted prices.

Successful bidder hereby offers to supply and completely install the above required item(s) in complete accordance with the requirements of this bid invitation and the established specifications, at the total price of \$_____.

DELIVERY AND INSTALLATION TIME:

The successful bidder hereby agrees to accomplish delivery and complete installation of said equipment within THIRTY- (30) calendar days after receipt of purchase order.

NOTE TO VENDORS:

Any request for bid clarification or specification change **must** be received in writing at the Bureau of Purchase and Property before **4:00 pm EST. On 7/23/2004** to be considered. This will allow time to review request and reply to vendors with adequate time prior to the scheduled bid opening. Request can be faxed to: 603-271-2700 attn: Michael P. Walsh II or e-mailed to: Michael.Walsh@NH.Gov

BID OFFER FORMAT:

This bid may have been delivered to you in a facsimile or web based format. Bidders must return their signed hard copy offers or complete fax copies to the Bureau of Purchase and Property before 2:00 PM on 7/30/2004.

FAX NUMBER **(603) 271-2700**

Mailing address will be:

NH DEPT OF ADMINISTRATIVE SVC
BUREAU OF PURCHASE AND PROPERTY
25 CAPITOL STREET, STATE HOUSE ANNEX, ROOM 102
CONCORD NH 03301
Bid # 34 opening @ 2:00 pm 7/30/2004

BID RESULTS:

Bid results **will not be given** over the telephone. Bid results will be mailed to you if you include a self-addressed envelope with the correct amount of postage on it. Bid results may also be viewed on our web site at:

<http://www.state.nh.us/das/purchasing/bids.asp>